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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9

10 DIRUL ROBINSON,

11 Plaintiffs,

12 v.

13 CITY OF TORRANCE, ET AL., ,

14 Defendants.
15

Case No. CV 22-5173-RGK(Ex)

16 PROTECTIVE ORDER

17 1. A. PURPOSES AND LIMITATIONS
18

19 Discovery in this action is likely to involve production of confidential,
20 proprietary, or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation may
22 be warranted. Accordingly, this Protective Order is entered. The Order does not
23 confer universal protections on all disclosures or responses to discovery and the
24 protection it affords from public disclosure and use extends only to the limited
25 information or items that are entitled to confidential treatment under the applicable
26 legal principles. As set forth in Section 12.3 (Filing Protected Material), below, this
27 Order does not entitle the parties to a file confidential information under seal; Civil
28 Local Rule 79-5 sets forth the procedures that must be followed and the standards

1 that will be applied when a party seeks permission from the court to file material
2 under seal.

3
4 B. GOOD CAUSE STATEMENT

5
6 This civil rights action is likely to involve confidential law enforcement
7 information otherwise generally unavailable to the public, which may be privileged
8 or otherwise protected from disclosure under federal statutes, court rules, case
9 decisions, or common law. Accordingly, to expedite the flow of information, to
10 facilitate the prompt resolution of disputes over confidentiality of discovery
11 materials, to protect adequately the information the parties are entitled to keep
12 confidential, to ensure that the parties are permitted reasonable, necessary uses of
13 such material in preparation for and in the conduct of trial, to address their handling
14 at the end of the litigation, and to serve the ends of justice, a protective order for
15 such information is justified in this action. Information shall not be designated as
16 confidential for tactical reasons, and nothing shall be so designated without a good
17 faith belief that it has been maintained in a confidential, non-public manner and
18 there is good cause why it should not be part of the public record of this case.

19
20 2. DEFINITIONS

21 2.1 Action: this pending federal lawsuit.

22 2.2 Challenging Party: a Party or Non-Party that challenges the
23 designation of information or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
25 how it is generated, stored, or maintained) or tangible things that qualify for
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
27 the Good Cause Statement.
28

1 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
2 support staff).

3 2.5 Designating Party: a Party or Non-Party that designates information
4 or items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL.”

6 2.6 Disclosure or Discovery Material: all items or information, regardless
7 of the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced
9 or generated in disclosures or responses to discovery in this matter.

10 2.7 Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as
12 an expert witness or as a consultant in this Action.

13 2.8 House Counsel: attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.9 Non-Party: any natural person, partnership, corporation, association,
17 or other legal entity not named as a Party to this action.

18 2.10 Outside Counsel of Record: attorneys who are not employees of a
19 party to this Action but are retained to represent or advise a party to this Action and
20 have appeared in this Action on behalf of that party or are affiliated with a law firm
21 which has appeared on behalf of that party, including support staff.

22 2.11 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.13 Professional Vendors: persons or entities that provide litigation
28 support services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7
8 3. SCOPE
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10 The protections conferred by this Order cover not only Protected Material (as
11 defined above), but also (1) any information copied or extracted from Protected
12 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
13 and (3) any testimony, conversations, or presentations by Parties or their Counsel
14 that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.
17

18 4. DURATION
19

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. Final disposition shall be
23 deemed to be the later of: (1) dismissal of all claims and defenses in this Action,
24 with or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
26 including the time limits for filing any motions or applications for extension of time
27 pursuant to applicable law.
28

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
 4 this Order must take care to limit any such designation to specific material that
 5 qualifies under the appropriate standards. The Designating Party must designate for
 6 protection only those parts of material, documents, items, or oral or written
 7 communications that qualify so that other portions of the material, documents,
 8 items, or communications for which protection is not warranted are not swept
 9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
 11 that are shown to be clearly unjustified or that have been made for an improper
 12 purpose (e.g., to unnecessarily encumber the case development process or to impose
 13 unnecessary expenses and burdens on other parties) may expose the Designating
 14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
 16 designated for protection do not qualify for protection, that Designating Party must
 17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
 19 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
 20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 21 under this Order must be clearly so designated before the material is disclosed or
 22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
 25 documents, but excluding transcripts of depositions or other pretrial or trial
 26 proceedings), that the Producing Party affix at a minimum, the legend
 27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
 28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which documents it would like copied and produced. During the
6 inspection and before the designation, all of the material made available for
7 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
8 identified the documents it wants copied and produced, the Producing Party must
9 determine which documents, or portions thereof, qualify for protection under this
10 Order. Then, before producing the specified documents, the Producing Party must
11 affix the "CONFIDENTIAL legend" to each page that contains Protected Material.
12 If only a portion or portions of the material on a page qualifies for protection, the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify
16 the Disclosure or Discovery Material on the record, before the close of the
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary and
19 for any other tangible items, that the Producing Party affix in a prominent place on
20 the exterior of the container or containers in which the information is stored the
21 legend "CONFIDENTIAL." If only a portion or portions of the information
22 warrants protection, the Producing Party, to the extent practicable, shall identify the
23 protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party's right to secure protection under this Order for such material.
27 Upon timely correction of a designation, the Receiving Party must make reasonable
28 efforts to assure that the material is treated in accordance with the provisions of this

1 Order.

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3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
8 resolution process under Civil Local Rule 37-1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be
10 on the Designating Party. Frivolous challenges, and those made for an improper
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
12 parties), may expose the Challenging Party to sanctions. Unless the Designating
13 Party has waived or withdrawn the confidentiality designation, all parties shall
14 continue to afford the material in question the level of protection to which it
15 is entitled under the Producing Party's designation until the Court rules on the
16 challenge.

17
18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that
20 is disclosed or produced by another Party or by a Non-Party in connection with
21 this Action only for prosecuting, defending, or attempting to settle this Action.
22 Such Protected Material may be disclosed only to the categories of persons and
23 under the conditions described in this Order. When the Action has been
24 terminated, a Receiving Party must comply with the provisions of Section 13 below
25 (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at
27 a location and in a secure manner that ensures that access is limited to the
28 persons authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the Court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in
21 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
22 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
23 they will not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
25 agreed by the Designating Party or ordered by the Court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material may
27 be separately bound by the court reporter and may not be disclosed to anyone except
28 as permitted under this Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3
4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
5 IN OTHER LITIGATION

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7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification
11 shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order
13 to issue in the other litigation that some or all of the material covered by the
14 subpoena or order is subject to this Protective Order. Such notification shall include
15 a copy of this Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with
19 the subpoena or court order shall not produce any information designated in this
20 action as “CONFIDENTIAL” before a determination by the court from which the
21 subpoena or order issued, unless the Party has obtained the Designating Party’s
22 permission. The Designating Party shall bear the burden and expense of seeking
23 protection in that court of its confidential material, and nothing in these provisions
24 should be construed as authorizing or encouraging a Receiving Party in this Action
25 to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3
4 (a) The terms of this Order are applicable to information produced by a
5 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Order. Nothing in these provisions should be
8 construed as prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Protective Order
17 in this Action, the relevant discovery request(s), and a reasonably specific
18 description of the information requested; and

19 (3) make the information requested available for inspection by the Non-
20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this Court within
22 14 days of receiving the notice and accompanying information, the Receiving Party
23 may produce the Non-Party’s confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the Court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and
28 expense of seeking protection in this Court of its Protected Material.

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2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL
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4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Protective Order, the Receiving Party must immediately (a) notify in writing the
7 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
8 all unauthorized copies of the Protected Material, (c) inform the person or persons
9 to whom unauthorized disclosures were made of all the terms of this Order, and (d)
10 request such person or persons to execute the “Acknowledgment and Agreement to
11 Be Bound” that is attached hereto as Exhibit A.
12

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL
15

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
20 procedure may be established in an e-discovery order that provides for production
21 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
22 (e), insofar as the parties reach an agreement on the effect of disclosure of a
23 communication or information covered by the attorney-client privilege or work
24 product protection, the parties may incorporate their agreement in the stipulated
25 protective order submitted to the Court.
26
27
28

1 12. MISCELLANEOUS

2 12.1 Right to Relief. Nothing in this Order abridges the right of any person
3 to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. No Party has waived any right it has
5 to object to disclosing or producing any information or item on any ground not
6 addressed in this Protective Order. Similarly, no Party has waived any right to object
7 on any ground to use in evidence of any of the material covered by this Protective
8 Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material
11 may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information
14 in the public record unless otherwise instructed by the court.

15
16 13. FINAL DISPOSITION

17
18 After the final disposition of this Action, as defined in Section 4
19 (DURATION), within 60 days of a written request by the Designating Party, each
20 Receiving Party must return all Protected Material to the Producing Party or destroy
21 such material. As used in this subdivision, "all Protected Material" includes all
22 copies, abstracts, compilations, summaries, and any other format reproducing or
23 capturing any of the Protected Material. Whether the Protected Material is returned
24 or destroyed, the Receiving Party must submit a written certification to the
25 Producing Party (and, if not the same person or entity, to the Designating Party) by
26 the 60 day deadline that (1) identifies (by category, where appropriate) all the
27 Protected Material that was returned or destroyed; and (2) affirms that the Receiving
28 Party has not retained any copies, abstracts, compilations, summaries, or any other

1 format reproducing or capturing any of the Protected Material. Notwithstanding this
2 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
3 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
4 deposition and trial exhibits, expert reports, attorney work product, and consultant
5 and expert work product, even if such materials contain Protected Material. Any
6 such archival copies that contain or constitute Protected Material remain subject to
7 this Protective Order as set forth in Section 4 (DURATION).

8
9 14. Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or
11 monetary sanctions.

12
13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

14
15 DATED: April 10, 2023

16
17 /S/

18 _____
Honorable Charles F. Eick
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Protective Order that was issued
by the United States District Court for the Central District of California on July 25,
2022, in the case of Rosenfeld v. Talamantes, Case No. CV 22-497-DSF(Ex). I
agree to comply with and to be bound by all the terms of this Protective Order, and
I understand and acknowledge that failure to comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____